

1 BILL NO. S-79-⁰²~~2~~/122 SPECIAL ORDINANCE NO. S- 34-793 AN ORDINANCE approving a contract for
4 Water Contract #7824, between the City
5 of Fort Wayne, Indiana and Niemeyer
6 Corporation for construction of a
7 water main.8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:10 SECTION 1. That a certain contract, dated January 24, 1979,
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the
12 Board of Public Works and Niemeyer Corporation for:13 construction of a 16" water main on Hessen Cassel Road
14 from the north right-of-way line of Linden Drive
15 southward to south property line of Lot 61, Cassel
16 Hills Addition,17 under Board of Public Works Water Contract #7824, at a total cost of
18 \$27,275.00, contractor to pay \$15,815.00 and the City to pay \$11,460.00,
19 the difference for the installation of an oversized line, all as more
20 particularly set forth in said contract which is on file in the Office of
21 the Board of Public Works and is by reference incorporated herein and made a
22 part hereof, be and the same is in all things hereby ratified, confirmed and
23 approved.24 SECTION 2. That this Ordinance shall be effective upon passage
25 and approval by the Mayor.26
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CouncilmanAPPROVED AS TO FORM
AND LEGALITY.
CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____

Burns and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 2-13-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns,

seconded by Melico, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>2</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 2-27-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 2-34-79 on the 27th day of February, 19____.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winifred C. Waco JR
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th

day of February, 1979, at the hour of 3:00 o'clock 8 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 7th day of March, 1979

at the hour of 2:30 o'clock 8

Robert E. Elmschlag
MAYOR

Bill No. S-79-02-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract for Water Contract #7824, between the City of Fort
Wayne, Indiana and Niemeyer Corporation for construction of a water
main

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance as PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

Samuel J. Talarico

Vivian G. Schmidt

James S. Stier

2-27-79 CONCURRED IN
DATE _____ COUNCILS W. W. WESTERMAN, CITY CLERK

67-28-9 1/24/79

CONTRACT NO. 7824

BOARD ORDER NO. 185-70

WORK ORDER NO. 61640

THIS AGREEMENT, made and entered into this 24 day of January, 1979, by and between NIEMEYER CORPORATION, hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through its Mayor, ROBERT E. ARMSTRONG, and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said Contractor and the said Utility for the consideration hereinafter named, agrees as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water mains along HESSEN CASSEL ROAD, including all necessary fittings as follows:

On Hessen Cassel Road from the north right-of-way line of Linden Drive southward to the south property line of lot number 61 in Cassel Hills Addition.

Said water main to include: 75± LF of 6" Ductile Iron Water Main and 815± LF of 16" Ductile Iron Water Main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected, and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this Contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main system through NIEMEYER CORPORATION at a cost of Twenty-Seven Thousand Two Hundred Seventy-Five Dollars and no cents (\$27,275.00), and that said Utility shall supply the necessary labor for inspection, pressure-testing, disinfection, and engineering at a cost of Three Thousand Dollars and no cents (\$3,000.00). Therefore, the total cost of said water main is Thirty Thousand Two Hundred Seventy-Five Dollars and no cents (\$30,275.00). It is further understood and agreed by and between the parties of this Contract that the said Contributor shall bear the cost of the water main on the basis of a 6" water main, the cost of which is Fifteen Thousand Eight Hundred Fifteen Dollars and no cents (\$15,815) and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor the difference between the cost of material, contractual labor, and equipment, as supplied by the Contractor, as referred to above and the contract price of this Agreement said difference being Eleven Thousand Four Hundred Sixty Dollars and no cents (\$11,460.00).

4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of 15 years from the above date, and become a permanent consumer of water along both sides of and adjacent to Hessen Cassel Road, more particularly described as follows, to wit:

A. Lots numbered 30, 31, 58, 59, 60, and 61, all in Cassel Hills Addition, located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 30 North, Range 13 East (Adams Township), Allen County Indiana.

B. Lots numbered 135, 136, 137, 138, 139, 140, and 141, all in Trier Ridge Park Section III, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 30 North, Range 13 East (Adams Township), Allen County Indiana,

or any part or parts thereof, he shall apply to the said Utility for a permit to tap the above said water main and shall be required to pay to said UTILITY his share of the installation cost in addition to the regular tapping fee, which share shall be Eleven Dollars and Sixty Five Cents (\$11.65) per front foot. The money so collected shall be paid to NIEMEYER CORPORATION within 90 days.

5. The UTILITY may approve the extension of additional water main from the water main covered in this contract without incurring any financial obligations to the Contributor under this contract, except it is understood and agreed that the UTILITY will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.
6. It is further understood and agreed that, upon completion of said water main system, the Contributor or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for minimum period of one (1) year from the date of the acceptance of the said system by the City and shall be in the minimum amount of Six Thousand Eight Hundred Eighteen Dollars and no cents (\$6,818.75). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the Utility will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the Utility, the Board of Public Works will issue a letter of acceptance of the project to the Contributor. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.
7. This Agreement, although executed on behalf of the Owner by its Mayor and the Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

WITNESS THE HANDS AND SEALS OF SAID PARTIES the day and year are first above written.

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

Robert E. Armstrong, Mayor

Henry P. Wehrenberg, Chairman

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

APPROVED AS TO FORM AND LEGALITY:

James J. Burns
Associate City Attorney

CONTRIBUTOR:
NIEMEYER CORPORATION

BY: Kenneth Niemeyer
Kenneth Niemeyer, Pres.

Prepared by:
D. L. Foland, P.E.
Chief Water Engineer

BY: Arlene Niemeyer
Arlene Niemeyer, Secy-Treas.

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 3rd
day of January, 1979, personally appeared the within named
Kenneth Niemeyer and Arlene Niemeyer, who being by me first duly sworn upon
their oath say that they are the President, Secretary, and Treasurer,
respectively, of the NIEMEYER CORPORATION and as such duly authorized to
execute the foregoing instrument and acknowledged the same as the voluntary
act and deed of NIEMEYER CORPORATION for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.


NOTARY PUBLIC Charles I. Wickensheimer

MY COMMISSION EXPIRES:

Oct. 30, 1982

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 197____, personally appeared the within named ROBERT E. ARMSTRONG, Mayor of the City of Fort Wayne; HENRY P. WEHRENBURG, ETHEL H. LAMAR, and MAX G SCOTT, members of the Board of Public Works, City of Fort Wayne, Indiana; URSULA MILLER, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

My Commission Expires:

4380

TITLE OF ORDINANCE SPECIAL ORDINANCE - WATER CONTRACT NO. 7824 - HESSEN CASSEL RD.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-79-02-12

SYNOPSIS OF ORDINANCE AGREEMENT FOR WATER CONTRACT NO. 7824 WITH NIEMEYER CORPORATION, FOR

THE CONSTRUCTION OF A 16" WATER MAIN ON HESSEN CASSEL ROAD FROM THE NORTH RIGHT-OF-WAY

LINE OF LINDEN DRIVE SOUTHWARD TO SOUTH PROPERTY LINE OF LOT 61, CASSEL HILLS ADD.

(MEMORANDUM AND CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF WATER MAIN TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE UNABLE TO CONSTRUCT WATER MAIN AS STATED IN CONTRACT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) CONTRACTOR TO PAY \$15,815.00 AND CITY

TO PAY \$11,460.00, THE DIFFERENCE FOR THE INSTALLATION OF AN OVERSIZED LINE

ASSIGNED TO COMMITTEE _____